

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

Participant Waiver

Description

**Participant Name
(Required):** _____

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It is believed that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. The Town of Stratham (the "Town") has created new protocols and put in place preventative measures to reduce the spread of COVID-19 but the pandemic circumstances require that anyone and everyone related to and coming into contact with participants in the Town's programs assume personal responsibility for the risks of participation. The Town cannot guarantee that you, your child(ren), your family, or friends will not become exposed to or infected with COVID-19, or that if infected, that you or your children will not pass COVID-19 to others. Attending any program hosted or sponsored by the Town may increase your risk and your child(ren)'s risk of contracting COVID-19 or other communicable diseases, and consequently the risk that you, your children, your family, your friends and other people may contract COVID-19 (or other communicable diseases).

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In consideration of me/my child(ren) being allowed to participate in any way in a Town program, I acknowledge that I have carefully read this document and fully understand that it includes a release of liability, and that by signing it I am giving up legal rights which I or my child(ren) otherwise might have. I acknowledge that I am the parent(s)/legal guardian(s) of the minor child(ren) listed at the end of this document and have Decision Making Responsibility for them.

I further acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that by attending and participating in a Town program my child(ren) and I, and through us, our family, friends and others, may be exposed to or infected by COVID-19 (and/or other communicable diseases), and that such exposure and/or infection may result in personal injury, illness, permanent disability, and death.

I understand that the risk of becoming exposed to or infected by COVID-19 (or other communicable diseases) at, during or related to a Town program may result either from COVID-19 (or another communicable disease) itself and the inability of any action or series of actions to entirely prevent exposure to, transmission of, or infection by COVID-19, or may result from the actions, omissions, or negligence of the Town's elected officials, employees, volunteers, myself, my child(ren), or others, including, but not limited to other program participants and their families.

I VOLUNTARILY AGREE to assume all risks related to participation in the Town's program, whether described in this document, otherwise known or unknown, and accept sole responsibility for any injury to my child(ren), myself, other family members, friends and others, which injury may include, but not be limited to, personal injury, illness, disability, or death, as well as any damages, losses, claims, liabilities, or expenses of any kind arising from or related in any way to COVID-19 (or any other communicable disease) and my/my child(ren)'s participation in a Town program (the "Claims"), and the actions, omissions, or negligence of the Town's elected officials, employees, and volunteers.

Further, on my own behalf, and on behalf of my child(ren), other family members, friends, guests at the program and any of my or their heirs, executors successors and assigns, I hereby release, covenant not to sue, discharge, and agree to indemnify, defend and hold harmless the Town and its elected officials, employees, agents, volunteers and representatives, of and from the Claims to the fullest extent permitted by law.

I acknowledge that I've had the opportunity to consult with an attorney prior to executing this release and waiver, that I have carefully read and fully understand all of its provisions, and that I execute this waiver and release agreement voluntarily and of my free will.

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I promise not to institute any charge, complaint, or lawsuit to challenge the validity of this Release or the circumstances surrounding its execution; in such case, the Town (and its elected officials, employees, agents, volunteers and representatives) shall be entitled to recover all of their attorneys' fees and expenses from me regardless of the result.

This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original and all of which shall together constitute one and the same Agreement. All faxed, emailed, PDF or electronic signatures affirming this Agreement constitute an original signature.

I HAVE READ THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Given the serious nature of COVID-19, and its ability to affect not just the player but all who come into contact with the player, the Town feels that all parents with decision making authority should give their consent. This release waiver requires the signature of both parents. If this is a divorce situation, both parents are still required to sign. If a parent has sole decision making responsibilities, a court order is required. Please contact the Parks and Recreation office for how to proceed if you have any additional questions.

**Parent/ Guardian Name
(Required):**

Signature (Required):

**Parent/ Guardian Name
(Required):**

Signature (Required):
